Amendment No. 1 to RFP FMHQ98R0010

The closing date and time for submission of proposals has been changed to 3:00 P.M., May 22, 1998.

1. Will this be a performance-based contract?

Yes.

2. Will this be a fixed-price contract?

Yes.

3. Will oral presentations be required?

No.

4. Is the revenue size standard for the SBSA 20 million?

The small business size standard is \$12 million annual receipts.

The business size standard is determined from FAR 19.102 SIC Code 8744. Footnote 12 (1) If one of the activities of base maintenance can be identified with a separate industry and that industry (or activity) accounts for 50 percent or more of the value of an entire contract, then the proper size standard is that of the particular industry, and not the base maintenance size standard. The particular industry for this contract is Sic Code 7349 Building Cleaning Maintenance Service - at a size standard of 12 million dollars.

5. Page 9, para. C.4. Are these hours just for Monday through Friday, except holidays?

Yes. C.4 has been revised to include the additional information. The attached page 9 replaces the previous page 9.

6. Page 26, para.H.2(a). Are positions shown in this paragraph required to be onsite a certain number of hours per day/week?

A minimum of 40 hours a week with the exception of the Custodial Supervisor which should be a minimum of 25hours a week.

7. Page 43, Clause 52.222-6. Please define when the Davis-Bacon Act would apply under this contract. If it does apply, please provide a current Davis-Bacon Wage Determination.

The Davis-Bacon Act does not apply to this requirement. The clause has been deleted from Section I. A revised page is attached.

8. Page 52. The page was left blank. Was this intentional?

Yes. A revised page 52 is attached which shows that the page was intentionally left blank.

9. Page 56, para. 9.B. Please provide the GSA Equipment Inventory List.

The GSA Equipment Inventory List is in our library. This document may be reviewed upon request by interested offerors.

10. Page 59 and 59, para. 6A and B. Please clarify how the \$10,000 figure relates to the \$25,000 figure.

The Contractor is responsible for repairs up to \$10,000. The COTR has the option of determining how he wants to deal with the remaining cost between \$10,000 and \$25,000 if repairs fall within this range.

11. Attachment 7 and 9 appear to be duplicates. Please clarify.

Attachment 7 and Attachment 9 are redundant...

12. Page 83, para. 3.B. Please clarify if the estimated work under this section is \$100,000 or \$200,000 as shown in Section B, CLIN 0007.

The estimated work on page 83, para. 3B has been changed to \$200,000. The revised page is attached.

13. Page 115, para(a)(2). The dollar standard for SIC Code 8744 has been changed by the SBA to \$20 million vice \$12 million as shown. Please clarify.

See the response to question 4 above.

14. Page 122, para. L.10.2. Does the 30 page limitation include past performance data (para L.10.3), corporate experience (para. L.10.4), and key personnel resumes (para L.10.5)?

Yes.

15. Since the solicitation is only available electronically, please inform us of how many pages is in the document to verify our print out? It would be horrid to discover some pages were lost over the web.

The RFP has 128 pages, not counting the two cover sheets.

16. On page 9 in the solicitation, it lists both an exception for grounds maintenance and a requirement for grounds responsibilities. Please go into more detail the responsibilities of the contractor for grounds?

See Attachment 7, L 1 and 2.

17. Is the union agreement posted in the engineers office incorporated into this contract, or are we free to seek non-union labor?

Yes, the union agreement is incorporated into the contract. An additional Wage Determination copy is incorporated into Section J, Attachment 11. This determination reflects the union agreement number. (See attached copy)

18. On page 9, the hours of operation are listed. Are all the individuals listed under the Key Personnel Provisions on page 26 required to be present during those hours?

The Project Manager is required to report 8 hours a day during the core hours. The core hours are from 6:30 A. M. to 6:30 P. M. The hours will be agreed to by the COTR. The Senior HVAC and the Senior Alternate HVAC are required to split shifts, first shift- 6:30 A.M. to 3:00 P.M., the second shift is from 10:00 A. M. to 6:30 P. M. The Custodial Supervisor is required to work from 5:00 P. M. to 10:00 P.M.. Key Personnel are required to work Monday through Friday, excluding Federal Government Holidays.

Key Personnel Official Duty Hours has been added to Section C. The revised page is attached.

19. In this solicitation, are there minimal man hours for the Key Personnel Positions?

No.

20. Does the facility have to be staffed full time for all the Key Personnel Positions. For instance, may the Project Manager be located elsewhere if the Senior HVAC Supervisor is an "on-site supervisor" as listed on page 50?

See response to question 18 above.

21. In the solicitation, it indicated that all custodial work was to be performed between 5 and 10 pm. Does this create an exclusion of all custodial duties outside that time?

No. See information in Attachment 7.

22. Will the Proposal Due Date be extended to allow additional time to review and consider your answers to bidders questions and incorporate them into our bid package?

Yes. The proposal due date has been extended to the date and time shown above.

23. Understanding that this assignment is a small business set aside of \$12 million, to what does the \$12 million refer (e.g. Annual Fee Revenues, Combined Cost of Building Operations under the CFM's control, etc)?

See the response to question 4 above.

24. Is there a warranty on the roof? If so, how much time remains on the warranty and who is the company warranting the roof?

Yes. Tweny year Membrane Material Warranty from December 20, 1990 and a Ten year Sure Seal Mebrane System Warranty from December 20, 1990. Carlisle SynTec Systems is warranting company.

25. Is recycling of mixed paper, cardboard, newspaper, glass or plastic included in the contractor's responsibility?

The contractor is not responsible for recycling. Attachment 7, C.10 has been deleted. A revised page is attached.

26. Is the contractor responsible for repairing or maintaining the cypher combination locks on the interior doors?

Yes.

27. Is the contractor responsible for repair and/or maintenance of the window mounted air conditioning unit located in various places in the building?

Yes.

28. Is the contractor responsible for any maintenance repair or cleaning inside the first floor restaurant? If so, what exactly are these responsibilities?

Yes. See Attachment 7.

29. What is the contractor's responsibility as to the large pictures attached to the walls in certain stairwells?

The contractor is not responsible for the large pictures attached to the walls, except if damaged by the contractor.

30. Is there a minimum license requirement for the Senior HVAC mechanic or the Alternate Senior HVAC mechanic?

The license requirements for the Senior HVAC mechanic and the Alternate Senior HVAC mechanic are shown in Section H.17.2.

31. Is the contractor responsible for maintaining and repairing the outside lighting fixtures, whether affixed to the building or on the grounds?

The contractor is responsible for the lighting fixtures affixed to the building.

32. Please define protection in Section C.3.1, being one of the exceptions from Item No. 1, "Facilities Management."

Protection as shown in C.3.1 is an exception from Item No. 1.

33. What are the exact responsibilities of the contractor regarding maintenance and repair of the security equipment (i.e., metal detectors, security cameras, monitoring devices, motion detectors, etc.)?

The contractor is not responsible for maintenance and repair of the security equipment.

34 Attachment No. 7 and Attachment No. 9 seem to be redundant. Is there any difference in the performance standards listed in the two (2) attachments?

See response to question 11 above.

35. For the areas that are not to be cleaned from 5pm until 10pm, what hours are the services to be performed.

See response to question 21 above.

36. Is there a square footage total for the areas that are not to be cleaned from 5pm until 10pm?

No, however the areas that are not to be cleaned from 5pm until 10pm are shown in Attachment 7. The square footage of the building is shown in Attachment 4.

37. Is the contractor responsible for replacement of trash receptacles and smoking urns on the outside of the building?

The contractor is not responsible for replacement of the small trash receptacles and smoking urns at the front and rear entrances to the building.

38. Please define what your existing energy management system consists of (i.e., software, controls, etc.).

The Robert -Shaw Controls have a RS2616 EMCS located in the fire alarm panel room which does not function properly. Start and stop of equipment is done manually.

39. Is the contractor responsible for providing security guard service?

No.

40. In Section C.3.1, the scope of work for Item No. 1, "Facilities Management" excepts Landscape and Grounds Maintenance. Does the Grounds Maintenance include maintenance and repairs to parking lots, curbs and sidewalks?

The contractor is responsible for maintenance and repair of the parking lot, curbs and sidewalks.

41. What is the contractor's responsibility for maintaining and repairing the parking lots, curbs and sidewalks?

See the response to question 41 above.

42. Is the existing snow removal equipment and supplies currently on-site to remain in the building for contractor's use?

The existing snow removal equipment and supplies belong to the current contractor.

43. It is noted that asbestos is present in the building. Is there a list as to where the asbestos is located?

There is no asbestos in the building.

44. Attachments 7&9, Janitorial/Pest/Snow, appear to be the same. Is this a duplication or did something get left out?

See response to question 11 above.

45. Attachment 6, EMS system. Mr Castro said that this system is inoperable when we asked to see it during 5/1/98 walk through. Apparently the HVAC system is manually operated & controlled. Please explain how we should address this in our technical proposal.

The EMCS is inoperable presently. There are plans to get this system operational. Offerors should address this item as if it were operational.

46. Attachment 5, O&M Mechanical Equipment states we can view the following at your office with appointment:

-para B, Equipment list

- para N, PM list

An abbreviated electronic form of both lists is requested since they are assumed to be an integral part of your present PM system and were a part of past solicitations.

Yes, these items can be reviewed in the library during the hours of 7:30 A. M to 11:30 A. M. and 1:30 P. M. 3:00 P. M. An appointment will be set up for interested offerors. The lists can be reviewed inhouse. Copies will not be furnished.

47. Please describe your present PM/service call system. C and the existing database be made available for download to our, to be proposed CMMS system?

FMS is currently utilizing a GSA Standard Form 1897 for service calls. No. The current contractor has developed an internal database for their use.

48. What is your service call history. In other words how many calls per day and what is their average time of completion and average material cost?

FMS Building Management office currently receives between 10 and 20 service calls a day. The average time for completion varies. The contractor is responsible for the first \$1,000 of each service call. The average material cost within the first \$1,000 is unknown to the Building Management office.

49. What is the repair cost history. In other words how many repairs did the incumbent contractor have to pay the first \$5K for during the past 5 years?

The incumbent contractor has not incurred any repair cost for the first \$5K during the past 5 years.

- 50. L.10.2: As regards the 30 page limit for Volume II of the proposal submission format:
- a. Are the resumes of proposed key personnel to be included in the accounting of the 30 page maximum?

Yes.

b. Are any pages devoted to contract "profiles for past performance to be included in the 30 page total?

Yes.

c. Is there a possibility that you may allow these pages to be included in the format as "appendices" to the main 30 page body of the volume (II)?

No.

- 51. L.10.6 Volume III: As regards the warning that we should include Bid Bond or similar information which may reveal pricing/costing information, in the body of the Price Proposal.
- a. If the idea expressed is to make certain that the price data or price information is not made known to the reviewers of our technical volume or our certifications volume, then do you really want us to place the bid bond in one of these volumes?

The bid bond can be placed in Volume I.

b. If the idea is to isolate cost/pricing data in one general location, then indeed do you want the bid bond to be contained in the Price Proposal, rather than placed before the reviewers of other volumes who are assigned to consider matters of cost?

See response to a above.

c. Generally speaking do you really mean for the last clause of the warning sentence in question, to read in the negative?

No.

NO MORE QUESTIONS WILL BE ENTERTAINED

C.3 SCOPE OF WORK

- C.3.1 The Contractor as the project manager shall be fully responsible for management, operation, maintenance, and support operations of the property listed herein, including the Federal facility, and all associated grounds, parking areas, facility and utility systems, in an efficient, economical, and reliable manner so as to maintain or improve the value of the property. The specifications listed herein are a statement of the minimum level of work and services to be provided. The Contractor shall provide all the management, administrative and technical support for the effective and timely accomplishment of the following functions:
- 1. Facilities Management, with the exception of fire alarm systems, high voltage switchgear, landscape and grounds maintenance, and protection;
- 2. Operation and maintenance of mechanical/electrical equipment;
- 3. Architectural/structural and sustaining maintenance/repairs;
- 4. Janitorial/pest control/snow removal;
- 5. Trash/debris removal/disposal;
- 6. Reimbursable services

The functions described above are described in detail in Section J, Attachments. There are a number of deliverables for the above-mentioned functions that are not discussed in this Section, but are listed elsewhere under Section J.

C.3.2 The Government will be responsible for the payment of all utility costs.

C.4 HOURS OF OPERATION

The official working hours of facility occupants are from 6:30 a.m. to 6:30 p.m., Monday through Friday excluding Federal Government Holidays.

C.5 OPERATION OF EQUIPMENT

The Contractor shall be responsible for any necessary operation of equipment during off duty hours to prevent damage to facility or equipment by freeze-up. Temperatures will be maintained at energy guideline levels during the above "Hours of Operation", shown in Section J, Attachment 6.

C.6 OPERATION OF HEATING VENTILATION AND AIR CONDITIONING

Personnel responsible for the operation of the heating, ventilation and air-conditioning systems may be required to be available at earlier or later times other than specified for start-up and shutdown of HVAC equipment in accordance with the Facility Operating Plans, or at times when requests from the agency for additional services are granted by GSA.

C.17 KEY PERSONNEL OFFICIAL DUTY HOURS

Key Personnel requirements are shown in Section H. 2. The official duty hours for key personnel are as follows: The Project Manager is required to report 8 hours a day during the core hours. The core hours are from 6:30 A. M. to 6:30 P. M. The hours will be agreed to by the COTR. Senior HVAC and the Alternate Senior HVAC are required to split shifts. First Shift is from 6:30 A. M. to 3:00 P. M. The second shift is from 10:00 A. M. to 6:30 P. M. The Custodial Supervisor is required to work from 5:00 P. M. to 10:00 P. M. All Key Personnel are required to work Monday through Friday, excluding Federal Government Holidays.

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SECTION I—CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at this address "http://www.arnet.gov/far/".

Clause Title

- 52.202-01 Definitions 01 Oct 1995
- 52.203-03 Gratuities 01 Apr 1984
- 52.203-05 Covenant Against Contingent Fees 01 Apr 84
- 52.203-06 Restrictions On Subcontractor Sales To The Government 01 Jul 95
- 52.203-07 Anti-Kickback Procedures 01 Jul 95
- 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity 01 Jan 97
- 52.203-12 Limitation On Payments To Influence Certain Federal 01 Jun 97

Transactions (Dept. of Treasury, Nov. 1990)

- 52.215-8 Order of Precedence Uniform Contract Format 01 Oct 97
- 52.219-06 Notice of Total Small Business Set-Aside 01 Jul 96
- 52.219-08 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns 01 Jun 97
- 52.219-09 Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan 01 Aug 96
- 52.222-01 Notice To The Government Of Labor Disputes 01 Feb 97
- 52.222-03 Convict Labor 01 Aug 96
- 52.222-04 Contract Work Hours and Safety Standards Act Overtime Compensation 01 Jul 95
- 52.222-35 Affirmative Action For Special Disabled And Vietnam Era Veterans 01 Apr 84
- 52.222-36 Affirmative Action For Handicapped Workers 01 Apr 84
- 52.222-37 Employment Reports On Special Disabled Veterans 01 Jan 88

And Veterans Of The Vietnam Era

- 52.222-41 Service Contract Act Of 1965, As Amended 01 May 89
- 52.222-43 Fair Labor Standards Act And Service Contract Act Price 01 May 89

Adjustment (Multiple Year And Option)

- 52.223-02 Clean Air And Water 01 Apr 84
- 52.223-06 Drug Free Workplace 01 Jan 97

obvious dust. Table tops in conference rooms will be free of dust and polished with furniture polish when needed.

Note: In dusting of horizontal surfaces, papers shall not be disturbed. However, desk type items shall be raised to remove obvious dust or debris.

- 5. <u>Vacuuming:</u> Carpeted surfaces shall be maintained free of dirt, dust and other debris.
- 6. <u>Floors:</u> Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform luster without unsightly finish buildup. All surfaces shall be slip resistant.
- 7. <u>Spot Cleaning of Carpets:</u> All spillages, dirt accumulation or crusted material shall be removed along with spots, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet.

Note: The manufacturer's guidelines for cleaning and maintaining carpeted floor tiles will be made available for review upon request by interested offerors.

- 8. <u>Walls:</u> Spots, smudges or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces.
- 9. Services to be Performed Frequently to Maintain Quality Standards:
 - a. <u>Wastebaskets:</u> Wastebaskets shall be maintained free of trash/debris and residue, washed and cleaned periodically. All plastic bottle and can recycle containers shall be washed and cleaned periodically.
 - b. Wood Paneling: Paneling shall be free of dirt, dust or streaks.

D. Entrances, Lobbies and Corridors:

- 1. Floors: Floor surfaces shall be maintained, clean and free of trash/debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform high luster without unsightly finish buildup. All surfaces shall be slip resistant.
- 2. Vacuuming: Carpeted surfaces shall be free of obvious dirt, dust and other trash/debris.
- 3. Metal: Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.
- 4. Wood: Wood surfaces shall be free of dirt, dust or streaks and present a polished finish.
- 5. Dusting: All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots.
- 6. Glass: Glass surfaces shall be clean and free of dust, smudges, spots or soil substances.
- 7. Thresholds: Thresholds shall be clean and free of dirt and trash/debris.

ATTACHMENT 11

REIMBURSABLE WORK/FACILITY ALTERATIONS UNIT PRICE AGREEMENT

- 1. Reimbursable Work: Government Tenants.
 - A. Reimbursable work is a request from the CO and the COTR, or authorized Government tenants for space alterations, janitorial services, mechanical services or equipment installations or other changes that are not required under other sections or exhibits of this contract.
- 2. Government/Contractor Obligations.
 - A. If the Government and Contractor cannot mutually agree on prices for various services, the Government reserves the right to perform, or have performed by others, any services within the scope of work required by this exhibit. Doing so shall not breach or therwise violate the contract.
 - B. The Contractor shall perform all work and provide all services which fall within the parameters herein. The Contractor is required to secure all permits as necessary.
- 3. Work Orders.
 - A. Work Orders (FMS Form 3-90) for reimbursable work will be issued by the Contract Administrator at the beginning of each applicable fiscal year, providing funds up to a not to exceed a total of \$100,000 per order.
 - The GSA Form 300 or other approved delivery order documents shall give the exact location and scope of work, including room numbers, where applicable, and shall include the applicable unit prices or negotiated price, or hourly rate services.
 - B. Under this Work Order, the COTR or Contracting officer will submit individual requests for proposal (s) to the contractor for work to be performed. The request will include the scope of work, exact location(s) applicable, performance time required, a list of subcontractors to be used, and a due date for the proposal(s).
 - The estimated total of the work to be performed under this section is \$200,000 per year. The total value of orders placed shall not exceed the amount indicated on the work order. The guaranteed minimum shall be \$1,000.
 - The Contractor will not be required to perform work where the value of the work required in the work order is less than \$50.
 - C. The proposal(s) will be either accepted or rejected by the Contracting Officer or COTR, based on compliance with the Statement of Work, pricing, starting and completion dates for the work proposed. Each work order issued shall not exceed \$2500.00.

Page 1

REGISTER OF WAGE **DETERMINATION UNDER**SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABORTHE EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION Washington, D.C. 20210

Wage Determination No.: 89-0625

Revision No.: 06

Date of Last Revision: 05/06/1998

Division of Wage Determinations State(s): District of Columbia

Areas:

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Employed on Department of Treasury contracts for commercial facilities management services in the above locality:

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor in performing the above services and covered by the collective bargaining agreement between Halifax Corporation and International Union of Operating Engineers, Local 99-99A, AFL-CIO are to be paid wage rates and fringe benefits set forth in the bargaining agreement, effective October 1, 1997 through September 30, 1999.